

REMARKS

Claims 1-27 are pending. By this Amendment, passages of the specification are amended and claims 1, 4, 9, 18, 19, 21 and 22 are amended. Reexamination is respectfully requested. The courtesies extended to Applicants' representative by Examiner Colin at the interview held December 23, are appreciated. The reasons presented at the interview as warranting favorable action are incorporated into the remarks below and constitute the record of the interview.

I. Objection to the Specification

The Office Action objects to the specification because of typographical errors. The specification has been amended to obviate the objection. Accordingly, withdrawal of the objection to the specification is respectfully requested.

II. Objection to the Claims

The Office Action objects to claims 1, 4, 5, 18 and 19 due to minor informalities. These claims as well as claims 21 and 22 have been amended to obviate the minor informalities. Accordingly, withdrawal of the objection to the claims is respectfully requested.

III. Rejection Under 35 U.S.C. §112, Second Paragraph

The Office Action rejects claims 9, 11 and 15 under 35 U.S.C. §112, second paragraph, as being indefinite. Claim 9 has been amended to obviate the objection. Accordingly, withdrawal of the rejection under 35 U.S.C. §112, second paragraph, is respectfully requested.

IV. The Claims Define Patentable Subject Matter

The Office Action rejects claims 1-27 under 35 U.S.C. §103(a) over Misra (U.S. Patent No. 6,189,146). The rejection is respectfully traversed.

Instead, Misra discloses at col. 2, lines 32-61, that a license generator at a license clearinghouse creates a license pack containing a set of one or more individual software licenses. The license generator assigns a unique license pack ID to the license pack. The license generator also digitally signs the license pack and encrypts with the license service public key. As such, the license generator writes information into the license pack but does not read the information in the license pack.

A separate license server verifies the license generator's digital signature on the license pack and if valid, installs the license pack with subsequent distribution of licenses. As such, license server merely reads the license pack but does not write into license pack.

Accordingly, Misra does not disclose or suggest a distribution information processing module including a reading part that reads out the data of the data carrier, and a storing part that stores information in the data carrier.

Furthermore, Misra does not disclose or suggest a data carrier that stores distribution information of the article generated for each one or one set of transactions in the distribution process of the article, and at least a part of the signature value of at least part of a piece of the distribution information or at least part of each of serial pieces of the distribution information, as recited in independent claim 18.

Instead, Misra discloses at col. 4, lines 4-8, that the license pack contains a set of one or more individual software licenses. The clearinghouse 22 encrypts a license pack using the destination license server's public key and digitally signs the license pack with a digital signal signature unique to the clearinghouse.

As such, Misra does not disclose or suggest a data carrier that stores distribution information of the article generated for each one or one set of transactions in the distribution process of the article, and at least a part of a signature value of at least part of a piece of the

As such, Misra does not disclose or suggest a data carrier that stores distribution information of the article generated for each one or one set of transactions in the distribution process of the article, and at least a part of a signature value of at least part of a piece of the distribution information or at least part of the each of the serial pieces of the distribution information.

Furthermore, Misra does not disclose or suggest a distribution information management module that reads/stores the information out/in a data carrier attached to an article for storing the information relative to the article and communicates the information with a distribution information processing module for processing the information relative to distribution of the article to manage the information relative to the article, as recited in independent claim 21 and similarly recited in independent claims 23, 25 and 27.

Instead, Misra discloses at col. 2, lines 32-61 a license generator at the licensing clearinghouse creates a license pack containing a set of one or more individual software licenses. To prevent the license pack from being copied and installed on multiple license servers, the license generator assigns a unique license pack ID to the license pack and associates the license pack ID with a license server in a master license database kept at the licensing clearinghouse. As such, Misra does not disclose or suggest that the license generator reads information from the license pack.

Moreover, Misra discloses that a separate license server verifies the license generator's digital signal on the license pack and if valid, installs the license pack for subsequent distribution of licenses. As such, Misra does not disclose or suggest that the license server stores information in the license pack.

Therefore, Misra does not disclose or suggest a distribution information management model that reads/stores information out/in a data carrier attached to an article for storing the information relative to the article and communicates the information with a distribution

information processing module for processing the information relative to distribution of the article to manage the information relative to the article.

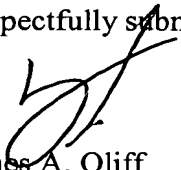
Therefore, independent claims 1, 18, 20 and 21-27 define patentable subject matter. Claims 2-17 and 19 depend from the respective independent claims, and therefore also define patentable subject matter. Accordingly, withdrawal of the rejection under 35 U.S.C. §103(a) is respectfully requested.

V. Conclusion

In view of the foregoing amendments and remarks, this application is in condition for allowance. Favorable reconsideration and prompt allowance of claims 1-27 are earnestly solicited.

Should the Examiner believe that anything further would be desirable in order to place this application in better condition for allowance, the Examiner is invited to contact Applicants' undersigned representative at the telephone number listed below.

Respectfully submitted,


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